

# EXHIBIT A





**Service of Process  
Transmittal**

03/04/2020

CT Log Number 537321320

**TO:** Jennifer Lauro  
The Hanover Insurance Group  
N-430, 440 Lincoln St  
Worcester, MA 01653-0002

**RE: Process Served in New York**

**FOR:** The Hanover Insurance Company (Domestic State: NH)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** ARIZONA BEVERAGES USA LLC, PLTF. vs. HANOVER INSURANCE COMPANY, DFT.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** SUMMONS, COMPLAINT(S)

**COURT/AGENCY:** Nassau County: Supreme Court, NY  
Case # 6149712019

**NATURE OF ACTION:** Insurance Litigation

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, New York, NY

**DATE AND HOUR OF SERVICE:** By Courier on 03/04/2020

**JURISDICTION SERVED :** New York

**APPEARANCE OR ANSWER DUE:** Within 20 days: after the service of this summons, exclusive of the day of service

**ATTORNEY(S) / SENDER(S):** JONATHAN C. LERNER  
LERNER, ARNOLD & WINSTON, LP  
475 PARK AVENUE SOUTH, 28th FLOOR  
NEW YORK, NY 10016  
212-686-4655

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/04/2020, Expected Purge Date:  
03/09/2020  
  
Image SOP  
  
Email Notification, Service of Process ogclitmail@hanover.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 155 Federal St Ste 700  
Boston, MA 02110-1727

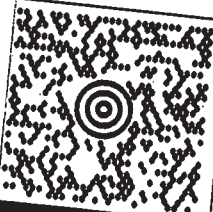

**For Questions:** 800-448-5350  
MajorAccountTeam1@wolterskluwer.com




SHIPPER  
(000) 000-0000  
NYS DFS  
89 WASHINGTON AVE  
ALBANY NY 12210

6 LBS 1 OF 1

SHIP  
TO: (000) 000-0000  
CT CORPORATION SYSTEMS  
28 LIBERTY STREET  
NEW YORK NY 10005

 NY 102 9-09  


**UPS GROUND**  
TRACKING #: 1Z 121 346 03 1000 2405  


BILLING: P/P

CWU 13.88 22844Z 83.5V 12/2019

20



NEW YORK STATE  
DEPARTMENT *of*  
FINANCIAL SERVICES  
ONE COMMERCE PLAZA  
ALBANY, NY 12257

Mara Velasco  
Hanover Insurance Company  
c/o CT Corporation System 28 Liberty Street  
New York, New York 10005





## Department of Financial Services

ANDREW M. CUOMO  
Governor

LINDA A. LACEWELL  
Superintendent

STATE OF NEW YORK  
Supreme Court, County of NASSAU

ARIZONA BEVERAGES USA LLC,

Plaintiff(s)

614971/2019

against

Defendant(s)

Hanover Insurance Company

RE :Hanover Insurance Company formerly known asHanover Insurance Company, Inc.

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Notice of Petition in the above entitled action on February 25, 2020 at New York, New York. The \$ 40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

LERNER, ARNOLD & WINSTON, LLP  
475 PARK AVENUE SOUTH  
28TH FLOOR  
NEW YORK, New York 10016

Persuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Mara Velasco  
Hanover Insurance Company  
c/o CT Corporation System 28 Liberty Street  
New York, New York 10005

A handwritten signature in black ink, appearing to be "EB", written over a horizontal line.

Ellen R Buxbaum  
Special Deputy Superintendent

Dated Albany, New York, March 02, 2020  
633268



FILED: NASSAU COUNTY CLERK 10/28/2019 04:50 PM

INDEX NO. 614971/2019

NYSCEF DOC: NO. 1

RECEIVED NYSCEF: 10/28/2019

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

ARIZONA BEVERAGES USA LLC,

Plaintiff,

-against-

HANOVER INSURANCE COMPANY,

Defendant.

-----X Index No.:

Date purchased:

Plaintiff designates

NASSAU

County as the place of trial

SUMMONSThe basis of venue designated is:  
Plaintiff's Principal  
Place of Business

To the above named Defendant:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
October 28, 2019LERNER, ARNOLD & WINSTON, LLP  
Attorneys for Plaintiff

By

Jonathan C. Lerner

475 Park Avenue South, 28<sup>th</sup> Floor  
New York, New York 10016  
212-686-4655

Defendant's Address:

HANOVER INSURANCE COMPANY, c/o Superintendent of Insurance



FILED: NASSAU COUNTY CLERK 10/28/2019 04:50 PM

INDEX NO. 614971/2019

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
ARIZONA BEVERAGES USA LLC,

Plaintiff,

Index No.:

**COMPLAINT**

vs.

HANOVER INSURANCE COMPANY,

Defendant.  
-----X

The plaintiff, ARIZONA BEVERAGES USA, LLC, by its attorneys, LERNER, ARNOLD & WINSTON, LLP, as and for its Complaint, allege upon information and belief as follows:

1. At all times hereinafter mentioned, plaintiff ARIZONA BEVERAGES USA LLC (hereinafter "plaintiff"), was and still is a domestic limited liability company, organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York, County of Nassau.

2. At all times hereinafter mentioned, defendant HANOVER INSURANCE COMPANY (hereinafter "defendant") was and still is a foreign corporation, organized and existing under and by virtue of the laws of the State of New Hampshire, with its principal place of business located in the State of Massachusetts.

3. At all times hereinafter mentioned, the defendant is subject to the jurisdiction of this Court.



FILED: NASSAU COUNTY CLERK 10/28/2019 04:50 PM

INDEX NO. 614971/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 10/28/2019

4. At all times hereinafter mentioned, the defendant was authorized by the New York Superintendent of Insurance to issue policies of insurance within the State of New York, including the policy of insurance issued to the Plaintiff herein.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract – Extra Expense)**

5. Plaintiff repeats, reiterates and realleges each and every allegation set forth in preceding paragraphs numbered “1” through “4”, inclusive, with the same force and effect as though more fully set forth herein at length.

6. Prior to October 29, 2017, for good and valuable consideration, Defendant issued to Plaintiff a policy of insurance bearing number RHY 9560593 05 (hereinafter referred to as “the Policy”) with effective dates of coverage from May 31, 2017 to May 31, 2018, which policy insured Plaintiff against any extra expenses it incurred as the result of a loss sustained by virtue of an Equipment Breakdown to Covered Property.

7. On or about October 29, 2017, while the aforementioned policy was in full force and effect, Plaintiff sustained an Equipment Breakdown loss to Covered Property.

8. As a direct consequence of the Equipment Breakdown, Plaintiff incurred extra expenses that are covered under the Policy.

9. Subsequent to October 29, 2017, Plaintiff submitted a claim to defendant seeking to be indemnified for the extra expenses incurred by virtue of the Equipment Breakdown to Covered Property.



FILED: NASSAU COUNTY CLERK 10/28/2019 04:50 PM

INDEX NO. 614971/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 10/28/2019

10. Notwithstanding the fact that the October 29, 2017 Equipment Breakdown loss to Covered Property was covered under the Policy, and despite the fact that plaintiffs have complied with all conditions precedent to coverage under the terms and conditions of the policy of insurance, Defendant has failed and refused to indemnify Plaintiff for the Extra Expenses incurred as a direct consequence of the Equipment Breakdown, despite the fact that same has been duly demanded.

11. Defendant's failure to indemnify Plaintiff for the Extra Expenses incurred by virtue of the Equipment Breakdown to Covered Property resulting from the October 29, 2017 loss constitutes a breach of contract.

12. As a result of defendant's breach of contract, Plaintiff has been damaged in a sum in excess of the jurisdictional limits of all lower Courts, with the precise amount to be determined at the trial of this action.

WHEREFORE, Plaintiff demands judgment on its First Cause of Action against defendant for breach of contract in a sum in excess of the jurisdictional limits of all lower Courts, with the precise amount to be determined at the trial of this action, with interest thereon from October 29,



FILED: NASSAU COUNTY CLERK 10/28/2019 04:50 PM

INDEX NO. 614971/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 10/28/2019

2017, together with the costs and disbursements of this action, including reasonable attorney's fees.

Dated: New York, New York  
October 28, 2019

Yours, etc.

LERNER, ARNOLD & WINSTON, LLP  
Attorneys for Plaintiffs

By

  
Johnathan C. Lerner

475 Park Avenue South, 28th Floor  
New York, New York 10016  
(212) 686-4655



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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

ARIZONA BEVERAGES USA LLC,

Plaintiff,

-----X Index No.:

Date purchased:

Plaintiff designates

NASSAU

County as the place of trial

-against-

HANOVER INSURANCE COMPANY,

Defendant.

SUMMONS

The basis of venue designated is:

Plaintiff's Principal

Place of Business

To the above named Defendant:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
October 28, 2019

LERNER, ARNOLD & WINSTON, LLP  
Attorneys for Plaintiff

By

  
Jonathan C. Lerner

475 Park Avenue South, 28<sup>th</sup> Floor  
New York, New York 10016  
212-686-4655

Defendant's Address:

HANOVER INSURANCE COMPANY, c/o Superintendent of Insurance



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**COMPLAINT**

vs.

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The plaintiff, ARIZONA BEVERAGES USA, LLC, by its attorneys, LERNER, ARNOLD & WINSTON, LLP, as and for its Complaint, allege upon information and belief as follows:

1. At all times hereinafter mentioned, plaintiff ARIZONA BEVERAGES USA LLC (hereinafter "plaintiff"), was and still is a domestic limited liability company, organized and existing under and by virtue of the laws of the State of New York, with its principal place of business located in the State of New York, County of Nassau.

2. At all times hereinafter mentioned, defendant HANOVER INSURANCE COMPANY (hereinafter "defendant") was and still is a foreign corporation, organized and existing under and by virtue of the laws of the State of New Hampshire, with its principal place of business located in the State of Massachusetts.

3. At all times hereinafter mentioned, the defendant is subject to the jurisdiction of this Court.



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7. On or about October 29, 2017, while the aforementioned policy was in full force and effect, Plaintiff sustained an Equipment Breakdown loss to Covered Property.

8. As a direct consequence of the Equipment Breakdown, Plaintiff incurred extra expenses that are covered under the Policy.

9. Subsequent to October 29, 2017, Plaintiff submitted a claim to defendant seeking to be indemnified for the extra expenses incurred by virtue of the Equipment Breakdown to Covered Property.



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12. As a result of defendant's breach of contract, Plaintiff has been damaged in a sum in excess of the jurisdictional limits of all lower Courts, with the precise amount to be determined at the trial of this action.

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Dated: New York, New York  
October 28, 2019

Yours, etc.

LERNER, ARNOLD & WINSTON, LLP  
Attorneys for Plaintiffs

By

  
Johnathan C. Lerner

475 Park Avenue South, 28th Floor  
New York, New York 10016  
(212) 686-4655